

DEFENSE

Cooperation

**Memorandum of Agreement Between
the UNITED STATES OF AMERICA
and the NORTH ATLANTIC TREATY
ORGANIZATION**

Signed at Brussels November 5, 2007

with

Annex



NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966
(80 Stat. 271; 1 U.S.C. 113)—

“ . . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof.”

NORTH ATLANTIC TREATY ORGANIZATION

Defense: Cooperation

*Memorandum of agreement signed at
Brussels November 5, 2007;
Entered into force November 5, 2007.
With annex.*

MEMORANDUM OF AGREEMENT (MOA)

BETWEEN

THE UNITED STATES OF AMERICA

REPRESENTED BY

THE

THE U.S. DEPARTMENT OF DEFENSE

AND

**THE NATO CONSULTATION, COMMAND AND CONTROL
ORGANISATION
(NC3O)**

REPRESENTED BY

**THE NATO CONSULTATION, COMMAND AND CONTROL
AGENCY
(NC3A)**

FOR THE CONTINUATION OF A

NATIONAL EXPERT OFFICE AT NC3A

SECTION 1

INTRODUCTION

1. The establishment of National Expert (NATEX) offices for Command, Control, Communications, Computers, Intelligence, Surveillance, and Reconnaissance (C4ISR) purposes at the NATO Consultation, Command and Control Agency (NC3A) is mutually beneficial both to the NC3A and the Member States as these offices shall facilitate cooperation through national representation at the NC3A in achieving its goals. This Memorandum of Agreement (Agreement) is premised on the recognition of the positive effect for both NC3A and the Department of Defense of the United States of America (U.S. DoD) (the "Parties") that the presence of national representatives has had in NC3A since its inception and on the intention of developing such relationships in a way that would be more in line with the customer funding regime that applies to the NC3A. This Agreement updates the arrangement under which the NATEX office is provided by the United States and establishes a framework for provision of this expert assistance.

SECTION 2

GENERAL

- 2.1 The NATEXs shall use office space and all necessary support services provided by the NC3A as later specified herein.
- 2.2 The NATEXs are appropriately qualified national representatives, normally equivalent to NATO Grade A4/OF4 and may include contractor personnel. However, Heads of NATEX offices normally have the status of NATO Grade A5/OF5. They are accredited to the General Manager (GM) of NC3A but remain attached to their National Delegation/Military Mission. Due to the nature of the work done at NC3A, the NATEXs must be designated by the United States.
- 2.3 NATEXs provided to NC3A shall be treated to the extent possible on an equal basis, regardless of grade/rank, in terms of office space, access to information, and services provided.

SECTION 3

OBJECTIVE

- 3.1 The objective of the NATEXs is to assist both the NC3A and Parent Nation in activities that are related to the planning, engineering, acquisition, and implementation of NATO C4ISR, with particular emphasis on activities that may affect the technical

and functional development of relevant national systems and their interoperability with NATO.

SECTION 4

SCOPE OF WORK

- 4.1 Consistent with the stated objective (Section 3), the NATEXs shall facilitate the flow of information between NC3A and the national authorities, research and development (R&D) organisations, and industry in all C4ISR areas. In particular, the NATEXs shall develop a programme of work that shall include but not be limited to:
- a. facilitating the national understanding of the NC3A Consolidated Programme of Work and of supported projects;
 - b. providing general technical support to NC3A when the NATEX has particular expertise;
 - c. representing the Parent Nation at the NC3A to facilitate the necessary coordination activities between the NC3A and the Parent Nation;
 - d. reporting to his or her own Parent Nation as required and informing the Parent Nation of the NATO perspective on C4ISR projects; and
 - e. encouraging and interacting with national R&D organisations and industries in order to promote strategic cooperation.

SECTION 5

WORK PROGRAMME AREAS

- 5.1 The work of the NATEXs shall extend across the broad range of C4ISR, consistent with the intent for overall harmonisation of NATO and national systems capabilities and plans and to the extent to which resources shall allow.

SECTION 6

POLICY

- 6.1 The following general policy guidelines apply:
- a. the NATEX shall be under the administrative and operational control of the Parent Nation's appropriate national body; prior to the commencement of the

NATEX assignment at NC3A, the Parent Nation shall notify NC3A of the specific national organisation that shall exercise administrative and operational control over the NATEX;

- b. NC3A shall provide guidance and orientation briefings for NATEX personnel upon arrival, consistent with those provided for all NC3A newcomers;
- c. NC3A recognises that the opinions of the NATEXs may not reflect the official views of the United States;
- d. regular meetings shall be held between the NATEXs and the appropriate NC3A authorities to discuss matters of mutual interest;
- e. the NATEX personnel shall be provided access to agency staff, documentation, and information appropriate for the conduct of the NATEX's activities; and
- f. while at the NC3A, NATEX personnel shall be expected to abide by existing NC3A administrative procedures/arrangements.

SECTION 7

ADMINISTRATIVE ARRANGEMENTS

- 7.1 The Parent Nation shall be responsible for all pay, allowances, and expenses for its personnel, including contractors provided as NATEXs, travel, and other associated moving expenses on initial assignment and on termination of assignment.
- 7.2 The Parent Nation shall be responsible for all arrangements related to privileges and immunities.
- 7.3 NC3A may fund NATEX personnel travel in accordance with NATO Regulations when NC3A determines that the travel is in the interest of the NC3A.
- 7.4 The required security clearance is COSMIC TOP SECRET. This is to be transmitted to NC3A by the Parent Nation as soon as provided by the appropriate national authorities. Initially, the Parent Nation is to provide proof of NATO SECRET clearance prior to arrival to permit processing by the NC3A Security Officer and the issuance of an NC3A credential. All other NATO/Belgium/The Netherlands credentials must be obtained by/through the Parent Nation.
- 7.5 The NC3A shall provide the NATEXs with the necessary administrative support to undertake their activities. Subject to space availability, office space and appropriate services shall be provided in NC3A, as prescribed in Annex A to this Agreement.
- 7.6 The NC3A General Manager shall designate a representative that shall act as the NC3A principal point of contact (POC) to the NATEX. The NC3A POC shall convene a meeting with a representative from each NATEX office no less than once

per quarter. The NC3A POC shall also serve as an advocate for the NATEXs to the General Manager and the NC3A staff.

- 7.7 All obligations of the Parties under this Agreement are subject to U.S. laws, U.S. and NATO regulations, and availability of funds for such purposes.

SECTION 8

SECURITY OF INFORMATION

- 8.1 NATEX personnel shall be subject to the same Security Regulations as are in effect for NC3A staff and shall adhere to the Security Instructions that are promulgated within the NC3A. NC3A shall brief all NATEXs on these security regulations upon arrival.
- 8.2 When access is given to sensitive information either by NC3A to a NATEX or vice versa, any such information shall be treated with the necessary discretion and the appropriate safeguards. The Party providing the sensitive information shall brief the receiving Party in advance on how this information should be handled.
- 8.3 When nationally sensitive or caveated materials are held by the NATEX, it is the responsibility of the Parent Nation's Security Authority to ensure that such material is adequately protected.

SECTION 9

DISPUTE RESOLUTION

- 9.1 Any disagreement between the Parties regarding the interpretation or application of this Agreement shall be resolved by negotiations and without recourse to any national or international tribunal or third party for settlement.

SECTION 10

TERMINATION/AMENDMENT/EFFECTIVE DATE

- 10.1 This Agreement shall remain in effect for 5 years, but either Party may terminate it or propose modifications by providing 12 months written notice to the other Party. Notwithstanding termination of this Agreement, the rights and obligations of the

Parties regarding security, protection, transfer, and use of classified information pursuant to this Agreement shall remain in effect.

- 10.2 This Agreement shall come into force from the date of last signature and shall, upon signature, supersede any previous arrangement on this matter between the Parties.

SECTION 11

SUPERSESSION/SIGNATURE

11. The Memorandum of Agreement between NC3A and the Department of Defense of the United States for the U.S. National Expert Office, dated January 9, 1973, is hereby superseded.

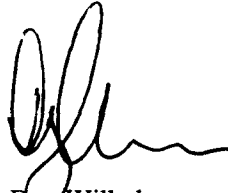
Done in English in duplicate.

For the Department of Defense
of the United States
Assistant Secretary of Defense for
Networks and Information Integration and
Department of Defense Chief Information Officer



John G. Grimes
Date: 5 November 2007
Location: Brussels

For the NC3O,
General Manager, NC3 Agency



Dag Wilhelmsen
Date: 5 November 2007
Location: Brussels

ANNEX A

TECHNICAL SUPPORT ARRANGEMENTS

A. POLICY

This Memorandum of Agreement between the U.S. DoD and NC3A is a technical support arrangement. The NATO Consultation, Command, and Control Agency (NC3A) shall provide shared office space and services (not including secretarial assistance) to one NATEX per Nation on a cost-free basis. Furthermore, NC3A shall provide the U.S. NATEX with services and space for 6 additional NATEX personnel, following the criteria used for all NATEX staff in the building. One additional U.S. NATEX person can be added by the U.S. NATEX Office (total of eight personnel) without additional support (office space or services) from NC3A. To the maximum extent possible, NC3A shall ensure that U.S. NATEX personnel are not required to share space with non-U.S. nationals.

B. TECHNICAL SUPPORT ARRANGEMENT

The technical support will be agreed yearly by the Parties. Semi-annual reports shall be provided by the NATEX to the Parties. When a conflict of priorities arises between different activities agreed to in the task order, the NATEX shall draw the NC3A POC's attention to the problem and shall request that NC3A define the relative priority.